STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION & ITS CHAPTER 244, Charging Party, v. COLTON JOINT UNIFIED SCHOOL DISTRICT, Respondent.	Case No. LA-CE-4411-E PERB Decision No. 1534 June 23, 2003

Appearance: California School Employees Association by Denise Williams, Labor Relations Representative, for California School Employees Association & its Chapter 244.

Before Baker, Whitehead and Neima, Members.

DECISION

BAKER, Member: This case is before the Public Employment Relations Board (Board) on appeal by the California School Employees Association & its Chapter 244 (CSEA) of a Board agent's dismissal (attached) of its unfair practice charge. The charge alleged that the Colton Joint Unified School District violated section 3543(a), (b), (c) and (e) of the Educational Employment Relations Act (EERA)[1] by retaliating against an employee for

[1] EERA is codified at Government Code section 3540 et seq. Section 3543.5 states, in pertinent part:

> It shall be unlawful for a public school employer to do any of the following:
>
> (a) Impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter. For

participating in protected activities, by failing to participate in good faith in impasse procedures, by bargaining in bad faith, and by denying CSEA rights guaranteed by EERA.

After reviewing the entire record in this case, including the original and amended charge with attachments, the warning and dismissal letters, and CSEA's appeal, the Board finds the Board agent's dismissal letter to be free from prejudicial error and adopts it as the decision of the Board itself.

ORDER

The unfair practice charge in Case No. LA-CE-4411-E is hereby DISMISSED WITHOUT LEAVE TO AMEND.

Members Whitehead and Neima joined in this Decision.

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purposes of this subdivision, "employee" includes an applicant for employment or reemployment.

(b) Deny to employee organizations rights guaranteed to them by this chapter.

(c) Refuse or fail to meet and negotiate in good faith with an exclusive representative.

(e) Refuse to participate in good faith in the impasse procedure set forth in Article 9 (commencing with Section 3548).

Dismissal Letter

October 25, 2002

Denise Williams, Labor Relations Representative
California School Employees Association
10211 Trademark Street, Unit A
Rancho Cucamonga, CA 91730

Re: California School Employees Association & its Chapter 244 v. Colton Joint Unified School District
Unfair Practice Charge No. LA-CE-4411-E
DISMISSAL LETTER

Dear Ms. Williams:

The above-referenced unfair practice charge was filed with the Public Employment Relations Board (PERB or Board) on May 16, 2002. The California School Employees Association & Its Chapter 244 (CSEA) alleges that the Colton Joint Unified School District violated the Educational Employment Relations Act (EERA)[1] by retaliating against a 12-month bus driver, by failing to participate in good faith in impasse procedures, by bargaining in bad faith and by denying CSEA rights guaranteed under EERA.

I indicated to you in my attached letter dated September 25, 2002, that the above-referenced charge did not state a prima facie case. You were advised that if there were any factual inaccuracies or additional facts which would correct the deficiencies explained in that letter, you should amend the charge. You were further advised that unless you amended the charge to state a prima facie case or withdrew it prior to October 4, 2002, the charge would be dismissed. Because you were unable to meet that deadline you requested an extension and I received the amended charge on October 15, 2002.

The District and CSEA had a collective bargaining agreement effective from September 30, 1998 through September 30, 2001.

Article 9 of the expired agreement, Hours, provides in part at 9.2:

> **Scheduling of Duty Hours** – The scheduling of duty hours and workdays shall be at the discretion of the District and subject to change, with seven (7) calendar days advance notice except in case of emergencies. Each unit member shall be assigned a

[1] EERA is codified at Government Code section 3540 et seq. The text of the EERA and the Board's Regulations may be found on the Internet at www.perb.ca.gov.

> regular minimum number of working hours per day and working days per year...

9.16 specifically addresses Bus Driver hours and provides at 9.16.5:

> Assigning of Field Trips- The District shall assign field trips to unit members to maintain the efficiency of the District's operation. Regardless of any other provisions in this Section, the District shall retain the right to assign any field trip or extra assignment on the same basis and for the same reasons as it has in the past.

Article 13 of the expired agreement, Vacations, provides at 13.3:

> Twelve-month unit members will normally take their vacation during school recesses (winter, spring, and summer recess) as scheduled and approved by their immediate supervisor. At the discretion of the District, some unit members may be required to take their vacations at times other than those listed above. Vacations will be scheduled at the convenience of the District and as nearly as possible at the convenience of the unit member. All vacation requests are subject to approval of the unit member's immediate supervisor, subject to final approval of the Assistant Superintendent, Personnel. This decision should be given to unit members within two (2) working days upon receipt of the vacation request.

The District and CSEA began negotiations for a successor agreement on July 12, 2001. On October 24, 2001, CSEA filed a request for the declaration of impasse regarding one issue, increasing the number of 12-month bus driver positions. The union wanted to increase the number of 12-month drivers. PERB determined that impasse existed and November 26, 2001 was set as the first mediation date.

Prior to December 2001 and for at least the previous five years, bus drivers were offered work assignments during the winter recess period regardless of whether they were 10 or 12-month employees. During the winter recess, bus drivers provide transportation for field trips.

On December 7, 2001, CSEA distributed a flier addressed to CSEA members. The flier stated in part "We Want **Fairness** for our Bus Drivers, **NOW!"** (emphasis in original) The flier urged members to attend a School Board meeting scheduled for December 13, 2001.

On December 11, 2001, Director of Employee Relations James Downs called you and stated that the District was concerned about CSEA's December 7 flier and the planned rally and presentation at the December 13 School Board meeting.

On December 13, 2001, CSEA representatives and members, including bus drivers, participated in an informational picket and presentation at the School Board Meeting. When Carmen Lozolla, a 12-month driver arrived at the site of the picketing, she explained to you that she had been told on December 11, 2001 that she would not be allowed to work during the winter recess. Instead she would be on vacation. Ms. Lozolla worked during winter break for at least the past three years. CSEA subsequently learned that the District intended to end the practice of allowing all 12-month bus drivers to work during the winter break. She had been told that she would not be allowed to work because she was a 12-month employee. Other 12-month employees in the District's maintenance and data processing departments were allowed to work during winter break.

On January 23, 2002, CSEA filed a grievance on behalf of Ms. Lozolla citing violations of Articles 9 (Hours) and 25 (Discrimination) of the expired collective bargaining agreement. On February 6, 2002, Assistant Superintendent Danny Carrasco denied the grievance in part because the "[g]rievance filed and grievable event occurred long after September 30, 2001, when the contract expired."

Discussion

You have not demonstrated that the District violated EERA by retaliating against Ms. Lozolla, by failing to participate in good faith in the impasse procedure, by bargaining in bad faith or by denying CSEA rights guaranteed to the under EERA.

First, as I explained in the September 25, 2002 letter, there cannot be a discrimination/ retaliation violation of EERA where the adverse action taken against an employee occurs prior to his/her exercise of protected conduct. (Rio Hondo Community College District (1982) PERB Decision No. 279.) Here Ms. Lozolla learned on December 11 that she would not be able to work during winter recess, but she did not participate in protected activity until the picket of December 13, and the grievance of January 23. Because you have not demonstrated that Ms. Lozolla exercised protected rights prior to the adverse action, this allegation is dismissed.

Second, you allege that the District refused to participate in good faith in the impasse procedure in violation of Government Code section 3543.5(e) and failed to bargain in good faith in violation of 3543.5(c) when in December 2001 it refused to allow 12-month bus drivers to work during winter break.[2]

A unilateral change regarding a subject within the scope of bargaining before the exhaustion of impasse procedures has been found to be a per se unfair labor practice. (Moreno Valley

[2] As noted in the September 25 letter, that for conduct occurring during the statutory impasse procedure Government Code section 3543.5(e) is applicable. Such conduct cannot also be the basis for a violation of Government Code section 3543.5(c). (Ventura County Community College District (1998) PERB Decision No. 1264.) The unilateral change analysis is the same for violations of either section of the Government Code.

Unified School District v. Public Employment Relations Board (1983) 142 Cal.App. 3d 191.) Unilateral changes are considered "per se" violations if certain criteria are met. Those criteria are: (1) the employer implemented a change in policy concerning a matter within the scope of representation, and (2) the change was implemented before the employer notified the exclusive representative and gave it an opportunity to request negotiations. (Walnut Valley Unified School District (1981) PERB Decision No. 160; Grant Joint Union High School District (1982) PERB Decision No. 196.)

A policy may be established by past practice or may be contained in an agreement between the parties. An employer does not commit an unlawful unilateral change in policy when its actions are consistent with a previously unenforced provision of the collective bargaining agreement. (Marysville Joint Unified School District (1983) PERB Decision No. 314.)

As explained in the September 25 letter, the District was permitted to make the decision not to allow 12-month bus drivers to work during winter recess based on the policies established in Articles 9 and 13 of the Agreement. Article 9.2 provides that the "scheduling of duty hours and workdays shall be at the discretion of the District…" Article 13 provides in part:

> Twelve-month unit members will normally take their vacation during school recesses (winter, spring, and summer recess) as scheduled and approved by their immediate supervisor. At the discretion of the District, some unit members may be required to take their vacations at times other than those listed above. Vacations will be scheduled at the convenience of the District and as nearly as possible at the convenience of the unit member…

Based on Marysville the District followed the policy established in the above articles when it used its discretion to determine that 12-month bus drivers would be on vacation during winter break. You have not shown that the District's decision not to allow Ms. Lozallo and the other 12-month bus drivers to work during winter recess was a unilateral change in violation of Government Code section 3543.5(e).

In the amended charge you did not address the above analysis of the unilateral change during impasse. Instead you assert that not allowing the 12-month drivers to drive field trips during winter break is a unilateral change in the policy established in Article 9.16.5 of the Agreement. I spoke with you by phone on October 24, 2002 at which time you asserted that 9.16.5 established a policy by which the District shall assign filed trips on the same basis and for the same reasons as it has in the past. However, that is not what the plain language of the Article provides. Instead 9.16.5 states that the District "shall assign field trips to unit members to maintain the efficiency of the District's operation." Thus the District has the discretion to assign filed trips to drivers in order to maintain the efficiency of the District's operation. In addition, the Article provides, "the District shall retain the right to assign any field trip or extra assignment on the same basis and for the same reasons as it has in the past." Despite your contention, this sentence does not compel the District to assign field trips on the same basis as it has in the past. Instead the District has the right to do so.

As such you have not demonstrated that the District made a unilateral change in terms and conditions of employment in violation of its good faith obligation to participate in impasse procedures in violation of Government Code section 3543.5(e). This allegation must be dismissed.

Third, because as stated in the warning letter the obligation to meet and confer is dormant while parties are participating in impasse procedures, there was no duty to meet and confer in good faith in December 2001. Thus the allegation that the District violated Government Code section 3543.5(c) is also dismissed.

Finally, as stated in the September 25 letter, you allege that the District denied CSEA rights guaranteed to them under Government Code section 3543.1 and in violation of Government Code section 3543.5(b). However, you do not explain in the original or amended charge how the District denied CSEA any of the rights found under Government Code section 3543.1. As such this allegation is dismissed.

Right to Appeal

Pursuant to PERB Regulations,[3] you may obtain a review of this dismissal of the charge by filing an appeal to the Board itself within twenty (20) calendar days after service of this dismissal. (Regulation 32635(a).) Any document filed with the Board must contain the case name and number, and the original and five (5) copies of all documents must be provided to the Board.

A document is considered "filed" when actually received before the close of business (5 p.m.) on the last day set for filing or when mailed by certified or Express United States mail, as shown on the postal receipt or postmark, or delivered to a common carrier promising overnight delivery, as shown on the carrier's receipt, not later than the last day set for filing. (Regulations 32135(a) and 32130.)

A document is also considered "filed" when received by facsimile transmission before the close of business on the last day for filing together with a Facsimile Transmission Cover Sheet which meets the requirements of Regulation 32135(d), provided the filing party also places the original, together with the required number of copies and proof of service, in the U.S. mail. (Regulations 32135(b), (c) and (d); see also Regulations 32090 and 32130.)

The Board's address is:

Public Employment Relations Board
Attention: Appeals Assistant
1031 18th Street
Sacramento, CA 95814-4174

[3] PERB's Regulations are codified at California Code of Regulations, title 8, section 31001 et seq.

FAX: (916) 327-7960

If you file a timely appeal of the refusal to issue a complaint, any other party may file with the Board an original and five copies of a statement in opposition within twenty (20) calendar days following the date of service of the appeal. (Regulation 32635(b).)

Service

All documents authorized to be filed herein must also be "served" upon all parties to the proceeding, and a "proof of service" must accompany each copy of a document served upon a party or filed with the Board itself. (See Regulation 32140 for the required contents and a sample form.) The document will be considered properly "served" when personally delivered or deposited in the first-class mail, postage paid and properly addressed. A document filed by facsimile transmission may be concurrently served via facsimile transmission on all parties to the proceeding. (Regulation 32135(c).)

Extension of Time

A request for an extension of time, in which to file a document with the Board itself, must be in writing and filed with the Board at the previously noted address. A request for an extension must be filed at least three (3) calendar days before the expiration of the time required for filing the document. The request must indicate good cause for and, if known, the position of each other party regarding the extension, and shall be accompanied by proof of service of the request upon each party. (Regulation 32132.)

Final Date

If no appeal is filed within the specified time limits, the dismissal will become final when the time limits have expired.

Sincerely,

ROBERT THOMPSON
General Counsel

By _____
Marie A. Nakamura
Regional Attorney

Attachment

cc: Ronald C. Ruud

Warning Letter

September 25, 2002

Denise Williams, Labor Relations Representative
California School Employees Association
10211 Trademark Street, Unit A
Rancho Cucamonga, CA 91730

Re: California School Employees Association & its Chapter 244 v. Colton Joint Unified School District
Unfair Practice Charge No. LA-CE-4411-E
WARNING LETTER

Dear Ms. Williams:

The above-referenced unfair practice charge was filed with the Public Employment Relations Board (PERB or Board) on May 16, 2002. The California School Employees Association & Its Chapter 244 (CSEA) alleges that the Colton Joint Unified School District violated the Educational Employment Relations Act (EERA)[1] by retaliating against a 12-month bus driver, by failing to participate in good faith in impasse procedures, by bargaining in bad faith and by denying CSEA rights guaranteed under EERA.

Facts

The District and CSEA had a collective bargaining agreement effective from September 30, 1998 through September 30, 2001.

Article 9 of the expired agreement, Hours, provides in part at 9.2:

> **Scheduling of Duty Hours** – The scheduling of duty hours and workdays shall be at the discretion of the District and subject to change, with seven (7) calendar days advance notice except in case of emergencies. Each unit member shall be assigned a regular minimum number of working hours per day and working days per year...

Article 13 of the expired agreement, Vacations, provides at 13.3:

> Twelve-month unit members will normally take their vacation during school recesses (winter, spring, and summer recess) as scheduled and approved by their immediate supervisor. At the

[1] EERA is codified at Government Code section 3540 et seq. The text of the EERA and the Board's Regulations may be found on the Internet at www.perb.ca.gov.

> discretion of the District, some unit members may be required to take their vacations at times other than those listed above. Vacations will be scheduled at the convenience of the District and as nearly as possible at the convenience of the unit member. All vacation requests are subject to approval of the unit member's immediate supervisor, subject to final approval of the Assistant Superintendent, Personnel. This decision should be given to unit members within two (2) working days upon receipt of the vacation request.

The District and CSEA began negotiations for a successor agreement on July 12, 2001. On October 24, 2001, CSEA filed a request for the declaration of impasse regarding one issue, increasing the number of 12-month bus driver positions. When impasse was declared there were approximately 48 bus drivers in the District, only two of which were 12-month driver. Those two drivers worked 12 months a year. The other 43 drivers, were 10-month drivers. Despite their designation as 10-month drivers at least half of the drivers regularly worked 12 months a year, but were not guaranteed to work more than 10 months per year. The union wanted to increase the number of 12-month drivers. PERB determined that impasse existed and November 26, 2001 was set as the first mediation date.

Prior to December 2001 and for at least the previous five years, bus drivers were offered work assignments during the winter recess period regardless of whether they were 10 or 12-month employees. During the winter recess, bus drivers provide transportation to and from field trips.

On December 13, 2001, CSEA representatives and members, including bus drivers, participated in an informational picket and presentation at the School Board Meeting. When Carmen Lozolla, a 12-month driver arrived at the site of the picketing, she explained to you that she had been told earlier that day that she would not be allowed to work during the winter recess. Instead she would be on vacation. Ms. Lozolla worked during winter break for at least the past three years. CSEA subsequently learned that the District intended to end the practice of allowing all 12-month bus drivers to work during the winter break.

On January 23, 2002, CSEA filed a grievance on behalf of Ms. Lozolla citing violations of Articles 9 (Hours) and 25 (Discrimination) of the expired collective bargaining agreement. On February 6, 2002, Assistant Superintendent Danny Carrasco denied the grievance for the following reasons:

> 1. Grievance filed and grievable event occurred long after September 30, 2001, when the contract expired.
>
> 2. The grievant failed to meet informally with the immediate supervisor as required by the contract.
>
> 3. The grievant failed to file a grievance under level one of the grievance procedure as required by the contract.

4. The grievance was not timely filed.

During mediation on February 14, 2002, a tentative agreement for a successor contract was reached by the parties. Shortly thereafter the parties ratified the agreement.

Discussion

You allege that the District violated EERA by retaliating against 12-month bus drivers, by failing to participate in good faith in impasse procedures, by bargaining in bad faith and by denying CSEA rights guaranteed under EERA. Based on the following analysis, this charge fails to establish a prima facie violation of EERA.

First, you allege that the District discriminated/retaliated against 12-month bus drivers for engaging in protected activity. To demonstrate a violation of EERA section 3543.5(a), the charging party must show that: (1) the employee exercised rights under EERA; (2) the employer had knowledge of the exercise of those rights; and (3) the employer imposed or threatened to impose reprisals, discriminated or threatened to discriminate, or otherwise interfered with, restrained or coerced the employees because of the exercise of those rights. (Novato Unified School District (1982) PERB Decision No. 210 (Novato); Carlsbad Unified School District (1979) PERB Decision No. 89.)

Although the timing of the employer's adverse action in close temporal proximity to the employee's protected conduct is an important factor (North Sacramento School District (1982) PERB Decision No. 264), it does not, without more, demonstrate the necessary connection or "nexus" between the adverse action and the protected conduct. (Moreland Elementary School District (1982) PERB Decision No. 227.) Facts establishing one or more of the following additional factors must also be present: (1) the employer's disparate treatment of the employee (State of California (Department of Transportation) (1984) PERB Decision No. 459-S); (2) the employer's departure from established procedures and standards when dealing with the employee (Santa Clara Unified School District (1979) PERB Decision No. 104.); (3) the employer's inconsistent or contradictory justifications for its actions (State of California (Department of Parks and Recreation) (1983) PERB Decision No. 328-S; (4) the employer's cursory investigation of the employee's misconduct; (5) the employer's failure to offer the employee justification at the time it took action or the offering of exaggerated, vague, or ambiguous reasons; (6) employer animosity towards union activists (Cupertino Union Elementary School District) (1986) PERB Decision No. 572.); or (7) any other facts which might demonstrate the employer's unlawful motive. (Novato; North Sacramento School District, supra, PERB Decision No. 264.)

The nexus between an employee's protected activity and an employer's adverse action can not established where the adverse action precedes the protected conduct. (Rio Hondo Community College District (1982) PERB Decision No. 279.)

Here, you allege that the District retaliated against 12-month bus drivers for engaging in protected activities. Ms. Lozolla is the only 12-month driver identified during this

investigation and you have not established that the District retaliated against her because of her protected conduct. Ms. Lozolla participated in protected activity when she took part in the informational picketing on December 13, 2001 and when CSEA filed a grievance on her behalf in January 2002. However, both protected activities occurred after Ms. Lozolla was told on December 13, 2001 that she was not going to be allowed to work during the winter recess. Thus it is not possible that the District prohibited her from working during the winter recess because of her exercise of protected conduct.

Second, you allege that the District refused to participate in good faith in the impasse procedure in violation of Government Code section 3543.5(e) and failed to bargain in good faith in violation of 3543.5 (c) when in December 2001 it refused to allow 12-month bus drivers to work during winter break.[2]

A unilateral change regarding a subject within the scope of bargaining before the exhaustion of impasse procedures has been found to be a per se unfair labor practice. (Moreno Valley Unified School District v. Public Employment Relations Board (1983) 142 Cal.App. 3d 191.) Unilateral changes are considered "per se" violations if certain criteria are met. Those criteria are: (1) the employer implemented a change in policy concerning a matter within the scope of representation, and (2) the change was implemented before the employer notified the exclusive representative and gave it an opportunity to request negotiations. (Walnut Valley Unified School District (1981) PERB Decision No. 160; Grant Joint Union High School District (1982) PERB Decision No. 196.)

A policy may be established by past practice or may be contained in an agreement between the parties. An employer does not commit an unlawful unilateral change in policy when its actions are consistent with a previously unenforced provision of the collective bargaining agreement. (Marysville Joint Unified School District (1983) PERB Decision No. 314.)

Here, you allege that the District made a unilateral change when it refused to allow 12-month bus drivers to work during the 2001-2002 winter break. However, the District was permitted to make this decision based on the policies established in Articles 9 and 13 of the Agreement. Article 9.2 provides that the "scheduling of duty hours and workdays shall be at the discretion of the District…" Article 13 provides in part:

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[2] It should be noted that for conduct occurring during the statutory impasse procedure Government Code section 3543.5(e) is applicable and cannot also be the basis for a violation of Government Code section 3543.5(c). (Ventura County Community College District (1998) PERB Decision No. 1264.) This is because the duty to bargain is dormant while the parties are participating in impasse procedures. (Victor Valley Union High School District (1986) PERB Decision No. 565.) Here, the District determined during impasse in December 2001 that 12-month bus drivers were not allowed to work winter break. As such you may allege a violation of Government Code section 3543.5(e), rather than 3543.5(c). However, the unilateral change analysis is the same for violations of either section of the Government Code.

> Twelve-month unit members will normally take their vacation during school recesses (winter, spring, and summer recess) as scheduled and approved by their immediate supervisor. At the discretion of the District, some unit members may be required to take their vacations at times other than those listed above. Vacations will be scheduled at the convenience of the District and as nearly as possible at the convenience of the unit member…

Based on Marysville the District followed the policy established in the above articles when it used its discretion to determine that 12-month bus drivers would be on vacation during winter break. Thus you have not shown that the District's decision not to allow Ms. Lozallo and the other 12-month bus drivers to work during winter recess was a unilateral change in violation of Government Code section 3543.5(e).

Finally, you allege that the District denied CSEA rights guaranteed to them under Government Code section 3543.1 and in violation of Government Code section 3543.5(b).[3] However, you

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[3] Government Code section 3543.1 sets forth the right of employee organizations under EERA:

> (a) Employee organizations shall have the right to represent their members in their employment relations with public school employers, except that once an employee organization is recognized or certified as the exclusive representative of an appropriate unit pursuant to Section 3544.1 or 3544.7, respectively, only that employee organization may represent that unit in their employment relations with the public school employer. Employee organizations may establish reasonable restrictions regarding who may join and may make reasonable provisions for the dismissal of individuals from membership.
>
> (b) Employee organizations shall have the right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation, and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by this chapter.
>
> (c) A reasonable number of representatives of an exclusive representative shall have the right to receive reasonable periods of released time without loss of compensation when meeting and negotiating and for the processing of grievances.

do not explain in the charge how the District denied CSEA any of the rights found under Government Code section 3543.1. You provide no facts which indicate that the District denied CSEA the right to represent its members; denied CSEA access; denied CSEA release time or organizational security. As such you have not established a violation of Government Code section 3543.5(b).

For these reasons the charge, as presently written, does not state a prima facie case. If there are any factual inaccuracies in this letter or additional facts that would correct the deficiencies explained above, please amend the charge. The amended charge should be prepared on a standard PERB unfair practice charge form, clearly labeled First Amended Charge, contain all the facts and allegations you wish to make, and be signed under penalty of perjury by the charging party. The amended charge must have the case number written on the top right hand corner of the charge form. The amended charge must be served on the respondent's representative and the original proof of service must be filed with PERB. If I do not receive an amended charge or withdrawal from you before Friday, October 4, 2002, I shall dismiss your charge. If you have any questions, please call me at the above telephone number.

Sincerely,

Marie Nakamura
Regional Attorney
MAN

(d) All employee organizations shall have the right to have membership dues deducted pursuant to Sections 13532 and 13604.2 of the Education Code, until such time as an employee organization is recognized as the exclusive representative for any of the employees in an appropriate unit, and then such deduction as to any employee in the negotiating unit shall not be permissible except to the exclusive representative.